

**SECRET**SAPC - 22101  
Cg 3 85

25X1

NEGOTIATED CONTRACT		Contract No. <input type="text"/>
The Perkin-Elmer Corporation Main Avenue Norwalk, Connecticut		
		25X1
Contract for: See Schedule	Amount: <input type="text"/>	
Mail Invoices to:	Performance Period: See Schedule	
Administrative Data:		
-		
<p>This contract is entered into, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and the above-named Contractor which is a Corporation, incorporated in the State of New York, hereinafter called the Contractor.</p> <p>The parties hereto agree that the Contractor shall furnish all the supplies and perform all the services set forth in the attached Schedule issued hereunder, for the consideration stated therein.</p> <p>The rights and obligations of the parties to this contract shall be subject to and governed by the attached Schedule, Appendix I and General Provisions, which together with this signature page and the accompanying certificate comprise Contract No. <input type="text"/> In the event of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.</p> <p>IN WITNESS WHEREOF, the parties hereto have executed this contract as of <u>DEC 26 1957</u>, 195<u>7</u>.</p>		
Signatures:		
The Perkin-Elmer Corporation		The United States of America
By <input type="text"/>	By <input type="text"/>	
Title <u>Vice President</u>	Contracting Officer	

25X1

25X1

25X1

**SECRET**

25X1

25X1

(Corporate Seal)

25X1

**SECRET**

**SECRET**

INDEX TO SCHEDULE

	<u>Page</u>
PART I - SERVICES AND SUPPLIES TO BE FURNISHED BY THE CONTRACTOR-----	4
PART II - PERFORMANCE OF SERVICES-----	4
PART III - CONSIDERATION AND PAYMENTS-----	4
PART IV - PRICING-----	5
PART V - PERIOD OF PERFORMANCE-----	5
PART VI - MONTHLY REPORTS-----	6
PART VII - SPECIAL SECURITY RESTRICTIONS-----	6
PART VIII - WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS-----	6
APPENDIX I -----	7

**SECRET**

25X1

**SECRET**Contract No. **SCHEDULE****PART I - SERVICES AND SUPPLIES TO BE FURNISHED BY THE CONTRACTOR**

The Contractor shall provide such services as directed by the technical representative of the Contracting Officer to furnish top-level technical support primarily on the "B" and "C" configurations but not limited thereto. This work includes any necessary travel or material required for the aforementioned work.

**PART II - PERFORMANCE OF SERVICES**

(a) The extent and character of the work to be performed by the Contractor under this contract will be coordinated with the authorized technical representative of the Contracting Officer. In the event there should be any dispute with regard to the extent and character of the work to be performed, the matter shall be determined as provided in General Provision 8, Disputes.

(b) The Contractor agrees to furnish sufficient personnel of the categories specified in Appendix I hereof to assure successful prosecution of the work.

(c) Services required by the Government and performed by the Contractor's personnel in the categories specified in Appendix I will be considered Direct Labor under this contract.

**PART III - CONSIDERATION AND PAYMENTS**

*Deleted See  
Amend 1 for  
revision.*

(a) ~~As of the effective date of this contract there has been allotted for this contract the amount of  The total amount payable to the Contractor under this contract shall not exceed the total amount set forth without written authorization from the Contracting Officer.~~

25X1

(b) In accordance with the clause of this contract entitled "Payments", the Contractor shall be paid as follows:

(1) For work and services performed by the Contractor's personnel of the categories set forth in Appendix I, the Contractor shall be paid the applicable hourly rates stated in the columns entitled "Contract Hourly Rate", in Appendix I, for each Direct Labor hour of work or services actually performed hereunder by such personnel. The time of non-productive personnel will not be included in direct labor and the Contractor agrees that only direct labor of the categories designated in Appendix I engaged in the work called for by the contract will be included in its billings hereunder.

- 4 -

**SECRET**

25X1

**SECRET**Contract No. 

(2) For all materials not furnished by the Government but required for performance hereunder, the Contractor shall be reimbursed at actual cost plus a G&A mutually acceptable to both parties.

(3) Travel time will be considered work time in accordance with the Contractor's established policy. It is our understanding that travel time performed on Saturday and Sunday is not reimbursable under (1) above.

(4) Hours worked in excess of 40 hours in any one calendar week will be reimbursed at the hourly rate.

(5) Travel - Actual transportation costs, including car rental for local travel required while in a travel status, shall be allowable costs plus \$15.00 per day per diem. Documentary support for these charges will not be furnished with invoices, but will be substantiated by subsequent site audit by the cognizant auditor.

25X1

(6) A bonus of  of an employee's basic salary shall be paid for each day an employee is on temporary duty in excess of 30 consecutive days.

*Para. (7) (8) (9) and (10) added by Amend #2*  
(c) It is hereby agreed that the "Contract Hourly Rates" as specified in Appendix I are based on straight time wages of Contractor's employees directly engaged in the performance of work under this contract and includes all applicable overhead, General and Administrative Expenses and profit.

#### **PART IV - REPRICING**

The "Contract Hourly Rates" as specified in Appendix I are provisional only and are subject to negotiation and will be fixed from inception of the contract through 30 June 1958 <sup>(amend)</sup> in the near future. The parties hereto agree to negotiate fixed "Contract Hourly Rates" for subsequent periods, as required. The aforementioned rates for the period through 30 June 1958 <sup>(amend)</sup> are based on the following provisional "Basic Hourly Rates":

##### Category

Engineer A  
Engineer B  
Engineer C  
Engineer D

##### Provisional Basic Hourly Rate

--	--

25X1

#### **PART V - PERIOD OF PERFORMANCE**

The period of performance of this contract shall be from 25 November 1957 to 30 June 1958, subject to such extension as agreed between the parties hereto.

- 5 -  
**SECRET**

**SECRET**

Contract No.

**PART VI - MONTHLY REPORTS**

The Contractor will submit a report on the first day of each month, summarizing each employee's activity for that period.

**PART VII - SPECIAL SECURITY RESTRICTIONS**

The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed or permitted to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and notwithstanding any clause or section of this contract to the contrary, the Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

**PART VIII - WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS**

Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whenever the Contractor, in performance of the work under this contract, shall find that the requirements of any of the clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer or by his duly authorized representative for security matters, the Contractor shall call the attention of the Contracting Officer to such conflict and the Contracting Officer or his duly authorized representative for security matters shall (i) modify or rescind such security requirements or (ii) the Contracting Officer shall issue to the Contractor a waiver of compliance with the requirements of the General Provisions conflicting with such security requirements. Any waiver of compliance with the General Provisions of this contract issued by the Contracting Officer shall be in writing, except that the approval by the Contracting Officer of any subcontract issued hereunder by the Contractor shall be deemed to constitute approval of waiver of any clauses of the General Provisions in conflict with the stipulations of such subcontract.

**SECRET**

**SECRET**

25X1

Contract No.

**APPENDIX I**

**Job Classification**

Engineer A  
Engineer B  
Engineer C  
Engineer D

**Provisional Domestic  
Contract Hourly Rates**

25X1

*Classification is changed Amer. #2 (Per. 1) 25 Nov 57 - 30 June 1958 Fyfed late*  
*" " #2 (Per. 2) 1 July 58 - 30 June 1959 Prev. Rates*

**SECRET**